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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CRL.M.C. 4315/2016

AMIT KHULLAR & ORS.

..... Petitioner

Represented by: Mr. Anshuman, Adv. with
petitioners.

versus

STATE (NCT OF DELHI) & ANR.

..... Respondent

Represented by: Mr. Amit Ahlawat, APP with
SI Bhawani Shankar, PS
Mianwali Nagar.
Mr. R.P. Pahwa, Adv. for R-2
with R-2.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

19.04.2017

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1. By the present petition the petitioners seek quashing of FIR No. 274/2011 under Sections 498A/406/34 IPC registered at PS Mianwali Nagar, Delhi on the complaint of Respondent No.2 and the proceedings pursuant thereto on the ground that the parties have settled the matter.
2. Learned APP for the State on instructions submits that in the above noted FIR, the nine petitioners are the only accused and respondent No.2 the only complainant/victim.
3. Respondent No.2 who is present in Court and identified by the learned counsel who is also her father and the investigating officer, states that she has settled the matter with the petitioners in the counselling cell before the Additional Principal Judge, Family Court, West, Tis Hazari Courts on 5th June, 2015. Pursuant to the settlement, divorce by mutual consent has been granted between petitioner No.1 and respondent No.2. In lieu of all her

claims regarding maintenance, istridhan, permanent alimony etc. and also maintenance of minor child Dhanur @ Dhairyash, respondent No.2 was to receive a total sum of ₹30 lakhs out of which she has already received ₹20 lakhs and balance amount of ₹10 lakhs has been received by her today in Court by way of bankers chaques Nos. 616615 dated 8th February, 2017 and 632316 dated 10th February, 2017 for ₹3 lakhs each both drawn on State Bank of India, Rajouri Garden Branch and demand draft No.502536 dated 8th February, 2017 for ₹4 lakhs drawn on ICICI Bank, Vishal Enclave. She states that minor child Dhanur @ Dhairyash will remain in her care and custody and the petitioners neither have the custody nor visitation rights of the minor child. She further states that she will abide by the terms of the settlement arrived at between the parties. She does not wish to pursue the above noted FIR and the proceedings pursuant thereto. The petitioners, who are present in Court and identified by learned counsel affirm the statement of respondent No. 2 and state that they will abide by the terms of settlement dated 5th June, 2015.

4. In view of the fact that the parties have amicably resolved their differences of their own free will, volition and without any coercion and no useful purpose will be served in continuance of the proceedings, it would be in the interest of justice to quash the abovementioned FIR and the proceedings pursuant thereto. There is no legal impediment in quashing the FIR in question.

5. Consequently, FIR No. 274/2011 under Sections 498A/406/34 IPC registered at PS Mianwali Nagar, Delhi and proceedings pursuant thereto are hereby quashed. It is further clarified that in the order dated 23rd February, 2017 in paragraph 3 the name of the minor Dhanur @ Dhairyash has been

wrongly spelled as Dhairayansh. Further the costs of ₹10,000/- as imposed on the petitioners vide order dated 27th January, 2017 has also been handed over to respondent No.2.

6. Parties have signed this order sheet in acknowledgment of their statements made before this Court.

7. Petition is disposed of.

8. Order dasti.

MUKTA GUPTA, J.

APRIL 19, 2017

‘v mittal’